



CYNTHIA D. BANKS
Chief Deputy

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

June 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles CA 90012

Dear Supervisors:

**ALLOCATION OF PY 2004-05 WORKFORCE INVESTMENT ACT (WIA)
ADULT AND DISLOCATED WORKER FUNDS
CENTRAL SAN GABRIEL VALLEY WORKSOURCE CENTER
(SUPERVISORIAL DISTRICTS 1 AND 5) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS) or designee to allocate \$767,000 in Program Year 2004-2005 Workforce Investment Act (WIA) Adult and Dislocated Worker grant funds as follows: \$600,000 to Goodwill Industries of Southern California for the administration and operation of the Central San Gabriel Valley *WorkSource* Center and \$167,000 to Career Partners as the 4-month transition contractor and to execute contracts or contract amendments substantially in the form attached hereto as Attachments A and B, respectively, with Goodwill Industries and Career Partners, after County Counsel approval as to form.
2. Authorize the Director of CSS or designee to enter into and sign a letter agreement in substantially similar form as Attachment C, Sample Letter Agreement, approved as to form by County Counsel, with the two highest-rated alternate successful proposers on Attachment D, in which the agencies will agree to extend the validity of their respective proposals for a period of 90 days; and, in the event Goodwill Industries' contract is terminated for failure to satisfy County certification requirements, to enter into an appropriate contract substantially in the form attached

as Attachment A, after County Counsel approval, with the next highest rated agency/agencies to begin the certification process and ultimately assume operation of the Center.

3. Authorize the Director of CSS or designee to negotiate and sign contract amendments to increase or decrease the amounts based on contractor performance, availability of funding, or time extension provided (a) the amount of change does not exceed 25% of the original contract amount, (b) approvals of County Counsel and the CAO are obtained prior to any such amendment, and (c) the Director of CSS confirms in writing to the Board of Supervisors and to the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles has been designated by the State as a Workforce Investment Area for the purpose of administering WIA. The administration of this program meets the County's responsibility to the State to ensure that workforce investment programs/services are provided in the Los Angeles County Workforce Investment Area.

On November 30, 2002, Community and Senior Services terminated all WIA contracts with the Mid San Gabriel Valley Consortium based on the County's review of the Consortium's administrative capability. A transition plan approved by the County's Workforce Investment Board (WIB) identified Career Partners as the transitional contractor to provide services on a month-to-month basis until an open solicitation could be conducted for a permanent replacement agency.

On January 6, 2004, a Request for Proposals (RFP) was released for the operation and administration of the Central San Gabriel Valley *WorkSource* Center. The RFP consisted of an initial Pass/Fail screening to ensure the sufficiency and appropriateness of the documentation of minimum requirements established in the RFP. Phase I consisted of the evaluation of the written proposal and Phase II consisted of an interview of the partnership conducted by WIB members familiar with County certification requirements. Eight agencies submitted proposals of which three were disqualified during the initial Pass/Fail screening for failure to comply with minimum requirements established in the RFP.

The RFP establishes a list of qualified agencies from which an organization can be selected to administer the Full-Service *WorkSource* Center, an agency can be selected to administer an affiliate site, and alternates can be established in case an organization fails to pass the certification process or loses its certification.

In order to permit the successful proposer to incur costs necessary to complete the County- and WIB-required certification process, beginning July 1, 2004, following Board action, CSS will grant *provisional certification* to the successful proposer. If it is determined that the successful proposer cannot complete the certification process within the time specified and failure to do so is *through its own fault*, all funds advanced to the agency must be repaid to the County. In the event that the successful proposer cannot pass the certification process for any reason, CSS will recommence the certification process with the next highest-ranking proposer listed on Attachment D.

The adoption of these recommendations will commence a four-month transition period for services in which the existing contractor, Career Partners, will transition services to the successful proposer, Goodwill Industries. The end result will be the establishment of a permanent *WorkSource* Center contractor for area residents.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

Performance Measures

Performance evaluations are based on the measures established in the WIA and are aligned with the County's Performance Counts! Initiative.

FISCAL IMPACT/FINANCING

Authorization to accept PY 2004-05 WIA Adult and Dislocated Worker funding was included in the letter to the Board approved on June 15, 2004. The funding for the contracts in this Board letter were "held in abeyance" in the June 15 letter. Funding by program is as follows:

AGENCY	ADULT	DISLOCATED WORKER	TOTAL
Goodwill Industries	\$350,345	\$249,655	\$600,000
Career Partners	\$ 97,513	\$ 69,487	\$167,000
TOTAL	\$447,858	\$319,142	\$767,000

The allocations limit the contractors' administrative costs to three percent (3%) of the total amount awarded and limits Individual Training Accounts to a maximum tuition rate per person of \$7,500 for adults and \$8,500 for dislocated workers.

There is no impact on the County general fund and funding has been included in the Department's FY 2004-2005 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Using a WIA contract that has been reviewed and approved by County Counsel, CSS will contract with Goodwill Industries of Southern California effective July 1, 2004, following Board approval for the operation and administration of the *WorkSource* Center. A new provision of the contract will be the inclusion of the requirement that funds advanced to the contractor during the transition period must be repaid should the contractor through its own fault fail to pass the certification process.

Using a letter agreement substantially similar to Attachment C that has been reviewed and approved by County Counsel, CSS will enter an agreement with the next highest-ranking proposer(s) on Attachment D to stipulate that the alternate(s) will begin the certification process to assume operation of the Center in the event the successful proposer fails to meet County certification requirements or loses the certification designation.

The Los Angeles County WIB approved the funding setaside recommendation for the transition contractor, Career Partners, at its April 8, 2004, meeting and the funding of Goodwill Industries as the permanent *WorkSource* Center contractor at its May 13, 2004, meeting. The Board of Supervisors was notified of the amounts set aside for the operation of the Center in a Board letter authorizing allocation of funding for the 2004-05 WIA Adult and Dislocated Worker Programs on June 15, 2004.

The CAO has reviewed and concurs with the recommended actions. County Counsel has approved the attached agreements as to form.

CONTRACTING PROCESS

On January 6, 2004, CSS published a Release of Request for Proposals for the operation and administration of the Central San Gabriel Valley *WorkSource* Center. The RFP consisted of an initial Pass/Fail screening to ensure compliance with minimum requirements established in the RFP, a Phase I evaluation of the written proposal, and a Phase II Interview of partnership members.

On January 30, 2004, CSS published a Request for Bid to hire consultants to review and evaluate the proposals received. As a result of the initial Pass/Fail review, three proposals to operate the Center were disqualified for failing to document sufficiently the minimum requirements established in the RFP.

Since it is WIB and County policy that only certified Centers can receive funding, Phase II Interviews were designed to determine certification readiness and were conducted by WIB

The Honorable Board of Supervisors
June 29, 2004
Page 5 of 5

members familiar with County certification requirements. Proposers were permitted to appeal their scores at the end of Phase I and Phase II. No agencies appealed their Phase I scores; two agencies appealed their Phase II scores. Phase II appeals were reviewed by an Appeals Committee consisting of WIB members and the findings of the Committee were in agreement with the original scores awarded.

The department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreements.

Attachment E provides information about each contractor's status with regard to minority and women-owned business enterprises.

Monitoring

Beginning with PY 2003-04, CSS began contracting with the Auditor–Controller's Office to conduct fiscal and contract compliance monitoring of all of its contractors within the Employment and Training Branch. Utilizing its Master Agreement list, the Auditor-Controller procures contractors to conduct on-site and follow-up visits. Through its resolution process, CSS is responsible for ensuring that the reported monitoring findings are resolved, that training is provided to our contractors, if necessary, and/or that program policies are developed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The conclusion of the RFP process will relieve the transition contractor, Career Partners, of its current responsibilities by October 31, 2004, and will provide a permanent administrator and operator for the Central San Gabriel Valley *WorkSource* Center effective November 1, 2004.

Respectfully submitted,



CYNTHIA D. BANKS
Chief Deputy Director

JM:MM:eaf
Attachments (5)

c: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
J. Tyler McCauley



COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT GRANT PROGRAM
CONTRACT

*By and Between the County of Los Angeles,
and _____*

**COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT GRANT PROGRAM CONTRACT**

This Contract is entered into this _____ day of _____, 200__, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("CSS"), and _____ ("Contractor").

PREAMBLE

WHEREAS, the [name of State/federal act/program] ([citation]) (hereinafter, the "Program") was implemented to provide services to _____; and,

WHEREAS, the County has received funding under the Program to support Program activities administered by the County within its jurisdictional boundaries; and

WHEREAS, on _____, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Contract consists of this 5-page document and the following exhibits, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Mandated Program Requirements (Exhibit B)
- (3) Statement of Work (Exhibit C)
- (4) Budget (Exhibit D)
- (5) Performance Requirements (Exhibit E)
- (6) Department Required Documents (Exhibit F)
- (7) Program Required Documents (Exhibit G)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this five-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Exhibit B (Mandated Program Requirements) and then in favor of Exhibit A (Standard Terms and Conditions) to this Contract.

SECTION 2. CONTRACTOR OBLIGATIONS. (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by [funding agency], and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).

(c) Prior to execution of this Contract, Contractor shall fully comply with **§ 402** (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (**Exhibit A**). Absent compliance with **§ 402** and execution of the Contract, Contractor shall not be authorized to provide services set forth in **Section 2**, and shall not be entitled to payment for any services rendered prior to execution of the Contract.

(d) In accordance with **§ 1002** (Insurance) of the Standard Terms and Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits:

- (1) General Liability: Not less than – \$1 million per occurrence; – \$1 million aggregate for Products/Completed Operations; \$1 million for Personal and Advertising Injury; and – \$2 million general aggregate.
- (2) Automobile Liability: Not less than \$1 million for each accident.
- (3) Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit.
- (4) Crime Coverage: In per occurrence amounts not less than \$_____ for Employee Dishonesty; \$_____ for Forgery or Alteration; \$_____ for Theft, Disappearance

and Destruction; \$ _____ for Computer Fraud; and \$ _____ for Burglary and Robbery.

- (5) Professional Liability: Not less than \$__ million per occurrence and \$__ million aggregate.

Except as expressly provided herein, the remaining terms and conditions set forth in **§ 1000** shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the _____ day of the month immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or all of the amount invoiced.

(f) In the event Contractor does not receive certification or is decertified due to the fault of the Contractor, Contractor shall repay to the County, on demand, all sums paid to Contractor by County.

SECTION 3. COUNTY FISCAL OBLIGATION. The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (**Exhibit C**) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____ dollars (\$_____.00) during the term of this Contract.

SECTION 4. PROGRAM MONITORING. (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring of the Standard Terms and Conditions (**Exhibit A**).

(b) The County intends to perform contract compliance reviews and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, it is contemplated that CSS will conduct periodic reviews and monitoring no less than quarterly during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.

SECTION 5. TERM. The term of this Contract shall commence on _____, 200__ and terminate no later than _____, 200__, except as otherwise provided in this Contract.

SECTION 6. CONTRACT ADMINISTRATION. (a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be _____, [title].

(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor shall be _____, [title]

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) **Notices:** Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(1) County of Los Angeles

_____, Director
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1798

(2) Contractor

Attention: _____

(b) **Authorized Signatures.** Person(s) authorized to sign Contractor's Reimbursement Requests:

(Authorized Signature)

(Authorized Signature)

(Typed Name)

(Typed Name)

(Title)

(Title)

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contractor to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____
_____, Director
Community & Senior Services

Approved as to Form:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)



ATTACHMENT B

WIA Contract #
WIA Contract #

**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA) TITLE I
ADULT AND DISLOCATED WORKER AMENDMENT**

THIS AMENDMENT is made and entered into this _____ day of _____, 200__ by and between County of Los Angeles, hereinafter referred to as "County", by and through its department of Community and Senior Services, hereinafter referred to as "CSS" and hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the parties hereto have previously entered into a Contract on _____ for an amount not to exceed \$ _____ pursuant to the Workforce Investment Act Subgrant Agreement hereinafter referred to as WIA Subgrant pursuant to Public Law 105-220 to provide to adult and dislocated workers a comprehensive array of workforce investment services through the One-Stop delivery system; and

WHEREAS, CSS has been delegated authority to increase or decrease contract amounts based on contractor's performance and availability of funding provided that the amount of change does not exceed 25% of the original amount; and

WHEREAS, the County has determined that Contractor is currently performing in a manner which indicates its ability to effectively provide the necessary additional services, and that funding to continue such services is currently available; and

WHEREAS, the parties hereto desire to amend said Contract and its Exhibits in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

I. **SECTION 3. COUNTY FISCAL OBLIGATION.** The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (**Exhibit C**) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____ dollars (\$ _____ .00) during the term of this Contract.

II. **SECTION 5. TERM** is amended in its entirety to read as follows:
(a) The term of this Contract shall commence on _____, 200__ and terminate no later than _____, 200__, except as otherwise provided herein.

I. The following EXHIBIT DOCUMENTS are hereby amended by adding new/revised documents, which are attached hereto, and which will reflect the time extension and/or increase in services, as applicable:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Statement of Work/Mandated Program Requirements (Exhibit B)
- (3) Budget (Exhibit C)
- (4) Required Program Documents (Exhibit D)
- (5) Request for Cash & Invoice (Exhibit E)
- (6) Business Services Performance (Exhibit F)

II. Except as expressly modified by this Amendment, the unaffected term and conditions of the original contract shall remain valid, binding, and enforceable against the parties.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its department of Community and Senior Services, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By: _____
_____, **Director**
Community and Senior Services

Approved as to Form:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)

Executed at: _____

July 1, 2004

X
X
X

SAMPLE

LETTER AGREEMENT

On January 6, 2004, the County of Los Angeles, through its department, Community and Senior Services of Los Angeles County (CSS), the administering agency, published a Request for Proposals (RFP) for the operation and administration of the Central San Gabriel Valley *WorkSource* Center.

Section 1.2, Certification, and Section 1.3, Purpose, of the RFP provide for the agreement of qualified alternates to submit an Application for Certification and sign a letter of intent to assume responsibility for the administration and operation of the *WorkSource* Center should the initial successful proposer fail to pass the certification process or lose the certification designation.

By this Agreement, _____, the Alternate Proposer with the (second/third) highest score in the above-referenced RFP, agrees that its proposal submitted in response to the RFP shall remain valid for 90 days from the date of this letter and that upon notification by CSS, _____ will begin the process to obtain certification to operate and administer the Central San Gabriel Valley *WorkSource* Center under the terms and conditions approved by the Board of Supervisors for operation of the Central San Gabriel Valley *WorkSource* Center.

COUNTY OF LOS ANGELES

By: _____

Cynthia D. Banks, Chief Deputy
Community and Senior Services

Approved as to Form:

OFFICE OF THE COUNTY COUNSEL

(CONTRACTOR NAME)

By: _____
Deputy

By: _____

(Signature)
(Print or Type Name)_____
(Title)

Executed at: _____

**SUCCESSFUL PROPOSER AND
ALTERNATE SUCCESSFUL PROPOSERS**

Successful Proposer	-	Goodwill Industries of Southern California
Second Place	-	Build Rehabilitation
Third Place	-	Career Partners
Fourth Place	-	Foothill Workforce Investment Board
Fifth Place	-	Pacific Asian Consortium in Employment (PACE)

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**FIRM NAME: Goodwill Industries of Southern California☒

AM NOT

☐

I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 958

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			4	1	105	53
Hispanic/Latino			3	5	283	178
Asian or Pacific Islander			5	3	41	30
American Indian						
Filipino						
White			16	10	128	93

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Douglas H. Barr, MSW	/s/ Douglas H. Barr	President & CEO	2/5/04